

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE FOR THE TWENTIETH  
JUDICIAL DISTRICT AT NASHVILLE

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STATE OF TENNESSEE,  
Complainant,

v.

QUALITY CHEVROLET- LLC,  
a Tennessee limited liability corporation,  
doing business as BRYAN CHEVROLET-  
CHRYSLER-PLYMOUTH-DODGE-JEEP  
and doing business as BRYAN KIA,  
and THOMPSON CHRYSLER-DODGE-  
JEEP, LLC, a Tennessee limited liability  
corporation, doing business as MIKE  
THOMPSON CHRYSLER-DODGE-JEEP,  
and doing business as THOMPSON KIA,

Defendants.

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**AGREED FINAL JUDGEMENT**

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Plaintiff, the State of Tennessee, by and through, Paul G. Summers, the Attorney General and Reporter, and on behalf of the Tennessee Division of Consumer Affairs of the Department of Commerce and Insurance, and Defendants, Quality Chevrolet-LLC, a Tennessee limited liability corporation, doing business as Bryan Chevrolet-Chrysler-Plymouth-Dodge-Jeep, and as Bryan KIA and Thompson Chrysler-Dodge-Jeep, LLC, a Tennessee limited liability corporation, doing business as Mike Thompson Chrysler-Dodge-Jeep and as Thompson KIA of Winchester, Tennessee (collectively referred to as "Defendants"),

as evidenced by their signatures, do consent to the entry of this Judgment and its provisions. This is an Agreed Final Judgment for which execution may issue. This Order only resolves those matters set forth in the State's Complaint. Defendants hereby accept and expressly waive any claims of defect in connection with service of process issued on the Defendants in this cause by the State. Defendants also hereby waive any claims regarding venue in connection with this cause by the State.

The Attorney General and the Division of Consumer Affairs of the Department of Commerce and Insurance and the Defendants agree to a settlement of this action without trial or adjudication of any issue of law or fact herein and in which the Defendants deny liability for any of the allegations alleged in the State's Complaint or for any wrongdoing whatsoever and agree to this settlement solely to avoid the expenses of litigation. This settlement is entered into for settlement purposes only, and neither its execution by the parties nor its entry or approval by any Court constitutes an admission by the Defendants of any liability or wrongdoing, or that any law has been violated as alleged, that there are any grounds for the imposition of a civil penalty sought in this action, or that the facts alleged by the Attorney General or the Division of Consumer Affairs, other than jurisdictional facts, are true.

## **1. DEFINITIONS**

As used in this Agreed Final Judgment, the following words or terms shall have the following meanings:

1.1 "Agreed Final Judgment", "Judgment" or "Order" shall refer to this document entitled Agreed Final Judgment in the matter of *State of Tennessee v. Quality Chevrolet-LLC, a Tennessee limited liability corporation, doing business as Bryan Chevrolet-Chrysler-Plymouth-Dodge-Jeep, and Bryan KIA, and Thompson Chrysler-Dodge-Jeep, LLC, a Tennessee limited liability corporation, doing business as Mike Thompson Chrysler-Dodge-Jeep and Thompson KIA.*

1.2 "Consumer" means any person, a natural person, individual, governmental agency or entity, partnership, corporation, trust, estate, incorporated or unincorporated association, and any other legal or commercial entity however organized.

1.4 "Division" or "Division of Consumer Affairs" shall refer to the Tennessee Division of Consumer Affairs of the Department of Commerce and Insurance.

1.5 "Defendants" shall refer to Quality Chevrolet, LLC, a Tennessee limited liability corporation, doing business as Bryan Chevrolet-Chrysler-Plymouth-Dodge-Jeep, Bryan

KIA and Thompson Chrysler-Dodge-Jeep, LLC, a Tennessee limited liability corporation doing business as Mike Thompson Chrysler-Dodge-Jeep and Thompson KIA, and/or any and all officers, owners, employees, agents and representatives of Quality Chevrolet-LLC and/or Mike Thompson Chrysler-Dodge-Jeep, LLC.

1.6 "Plaintiff", "State of Tennessee", "State" or "Attorney General" shall refer to the Office of the Tennessee Attorney General and Reporter.

1.7 "Tennessee Consumer Protection Act" or "Consumer Act" shall refer to the Tennessee Consumer Protection Act of 1977 and related statutes found at Tenn. Code Ann. §§ 47-18-101, *et seq.*

1.8 "Tennessee Motor Vehicle Commission regulations" or "Motor Vehicle regulations" shall refer to the rules and regulations relating to the Motor Vehicle Commission located at Tenn. Code Ann. §§ 55-17-101, *et seq.* and the applicable Rules of the Tennessee Motor Vehicle Commission at Chapter 0960-1, *et seq.*

## **II. JURISDICTION**

2.1 Jurisdiction of this Court over the subject matter herein and over the persons of the Defendants for the purposes of entering into and enforcing this Order is admitted. Jurisdiction is retained by this Court for the purpose of enabling the State to apply such further orders and directions as may be necessary or appropriate for the construction, modification or execution of this Order, including enforcement of compliance therewith and assessment of penalties for violation(s) thereof. Defendants agree to pay all court costs and attorneys' fees and any costs associated with any successful petitions to enforce any provision of this Order against the Defendants.

## **3. VENUE**

3.1 Venue as to all matters between the parties relating hereto or arising out of this Order is solely in the Chancery Court of Davidson County, Tennessee.

## **4. PERMANENT INJUNCTION**

Accordingly, it is hereby agreed that upon approval of the Court, Defendants shall be permanently and forever enjoined and bound from engaging in the practices set forth herein:

4.1 Defendants shall be prohibited from directly or indirectly engaging in any misleading, unfair or deceptive acts or practices in the conduct of their business. Defendants shall be prohibited from failing to fully comply with all provisions of the Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. §§ 47-18-101, *et seq.*, including but not limited to § § 47-18-104(a) and (b)(27), which prohibit unfair and deceptive acts and practices.

4.2 Defendants shall be prohibited from directly or indirectly failing to fully comply with all provisions of the Tennessee Motor Vehicle Commission rules and regulations.

4.3 Defendants shall be prohibited from directly or indirectly using or employing a chain referral sales plan in connection with the sale or offer to sell goods, merchandise or anything of value using a sales technique, plan arrangement or agreement in which the buyer or prospective buyer is offered the opportunity to purchase goods or services and in connection with the purchase receives the seller's promise or representation that the buyer shall have the right to receive compensation or consideration in any form for furnishing to the seller the names of other prospective buyers if the receipt of compensation is contingent upon the occurrence of an event subsequent to the time the buyer purchases the merchandise or goods.

4.4 Defendants shall be prohibited from directly or indirectly adding any costs, fees, goods or services to a consumer's contract to purchase a vehicle without clearly and conspicuously disclosing each such good or service and the cost of the fee and affirmatively confirming that a consumer in fact desires such costs, fees, goods or services to be included in the contract. Without limiting the scope of this section, Defendants shall be prohibited from directly or indirectly adding any costs, fees, goods or services (except taxes, title and registration fees) to the advertised price of a vehicle unless Defendants clearly and conspicuously disclose the amount of any such costs, fees, goods or services in the initial advertised price and at the point of sale in writing that such costs, fees, goods or services are optional, and the consumer voluntarily agrees to pay such costs, fees, goods or services.

4.5 Defendants shall be prohibited from directly or indirectly selling goods or services to consumers and then failing to deliver the goods or services.

4.6 Defendants shall be prohibited from directly or indirectly misrepresenting the value of goods or services offered to consumers.

4.7 Defendants shall be prohibited from directly or indirectly representing that document fees, customer service package or any other fees or costs are required by federal, state, county or local authorities, if such is not the case.

4.8 Defendants shall be prohibited from directly or indirectly offering a prize, gift, award, cash or other

incentive promotion for consumers to test drive a vehicle, if the consumer will only receive the prize, gift, award, cash or other incentive promotion if the consumer makes a purchase.

4.9 Defendants shall be prohibited from directly or indirectly offering a prize, gift, award, cash or other incentive promotion for consumers to test drive a vehicle unless all conditions, restrictions and limitations are clearly and conspicuously disclosed in the initial offer.

4.10 Defendants shall be prohibited from directly or indirectly offering a prize, gift, award or other incentive promotion unless Defendants have an alternate free method of entry and that free method of entry is clearly and conspicuously disclosed in close proximity to each reference to the prize, gift, award or other incentive offer. 4.11 Defendants shall be prohibited from directly or indirectly requesting consumers during the purchase of a vehicle or during the financing of a vehicle to sign blank forms or forms that have blanks not yet completed that will be completed at a later time. Nothing in this section shall prevent a consumer from requesting to sign a Department of Safety limited power of attorney with a blank for the name of the person representing the car dealership to transfer the title of their vehicle if the consumer elects to do so after being told they are not required to complete the form but it may prevent them from having to return to the dealership to sign an additional power of attorney to transfer the title of their vehicle. The only information that may be left blank on the limited power of attorney form is the name of the person that the Defendant will use to transfer the titles. All other information such as the vehicle identifying information must be completed. Defendants shall be required to have any signatures correctly notarized as required by law, *i.e.*, the signature must be notarized at the time of the signature and in the presence of the consumer while signing.

4.12 Defendants shall be prohibited from directly or indirectly obtaining or requesting more "drive out" license tags from the State of Tennessee than permitted by state law. Without limiting the scope of this provision, Defendants shall be prohibited from directly or indirectly obtaining or requesting more than one drive out tag for a vehicle on a given day.

4.13 Defendants shall be prohibited from directly or indirectly failing to submit all required documentation to the State of Tennessee required to obtain a certificate of title for consumers within a reasonable time after execution of the sales contract but in no event longer than 28 days, unless the Defendants are unable to comply because (a) the title is still in the possession of the state agency or the lending institution and (b) Defendants have made appropriate, timely requests to the state agency or lending institution to receive the title. Further, without limiting the scope of this section, Defendants shall be required to take all affirmative steps to obtain and maintain appropriate drive out tags for their consumers including obtaining such tags from the clerk's office or state highway patrol, if necessary.

4.14 Defendants shall be prohibited from directly or indirectly using or employing unlicensed salespersons.

4.15 Defendants shall be prohibited from directly or indirectly commingling their vehicle stock with that of another dealership.

4.16 Without limiting the scope of paragraph 4.4, Defendants shall be prohibited from directly or indirectly charging for an optional item, good or service without clearly and conspicuously disclosing the item and its costs on the option addendum prior to the completion of the sales transaction. Without limiting the scope of this section, Defendants shall also be required to clearly and conspicuously disclose in writing to consumers that these optional items, goods or services are not required to be purchased prior to the completion of the sales transaction. As used in this paragraph, optional items shall mean goods or services which are added to vehicle prior to its retail sale.

4.17 Defendants shall be prohibited from directly or indirectly misrepresenting the nature or type of an item, good or service for which a consumer is charged. Without limiting the scope of this section, Defendants shall be prohibited from directly or indirectly referring to a "customer service package" (or term or phrase of similar import) as a "document fee", "processing fee" or "benefit package".

4.18 Defendants shall be prohibited from directly or indirectly requiring that a consumer purchase a "customer service package" when purchasing a vehicle unless the Defendants requires all consumers to purchase a "customer service package". Nothing in this paragraph shall be construed as indicating that the State desires Defendants to charge consumers for the customer service package; any such decision is a business judgment of the Defendants.

4.19 Defendants shall be prohibited from directly or indirectly increasing the price of a vehicle to a consumer after a purchase price is offered by the Defendants and agreed to by a consumer.

4.20 Defendants shall be prohibited from directly or indirectly representing to a consumer that he/she is receiving a warranty or other guarantee if such warranty or other guarantee is invalid or unenforceable.

4.21 Defendants shall be prohibited from directly or indirectly engaging in the unlicensed sale of motor vehicles at off-site locations.

4.22 Defendants shall be prohibited from directly or indirectly refusing to cooperate with any inspection by personnel of the Motor Vehicle Commission or any other agency or entity of the State of Tennessee.

4.23 When offering a prize, gift or award to a consumer, Defendants shall be prohibited from directly or indirectly failing to fully comply with Tenn. Code Ann. §§ 47-18-120 and 124.

4.24 Defendants shall be prohibited from failing to clearly and conspicuously disclose previous material damage to an automobile prior to selling a previously damaged automobile to a consumer where the Defendant knew or should have known of the previous damage. As used in this paragraph, material shall include, but not be limited to, any damage in excess of \$1,000.00 or more than 30% of the blue book value of the vehicle whichever is less, any prior salvage or rebuilt brands in the vehicle's title history, any damage that would alter the safe operation of the vehicle, or any damage that would alter the mechanical operation of the vehicle.

4.25 Defendants shall be prohibited from directly or indirectly misrepresenting the number of dealerships they operate.

4.26 Defendants shall be prohibited from altering any records to be provided to any financial institution or other entity for the purpose of obtaining credit or other financial approval on behalf of consumers.

4.27 Defendants shall be prohibited from directly or indirectly submitting falsified, altered or otherwise manipulated financial records or tax records to any financial institution or credit institution.

4.28 Defendants shall be prohibited from directly or indirectly representing to consumers that a vehicle has undergone certain inspections or reviews, if such is not the case.

4.29 Defendants shall be prohibited from directly or indirectly failing to explain to consumers what is actually being purchased when offering optional items such as a "customer service package" to consumers. Without limiting the scope of this section, Defendants shall be required to actually permit consumers to inspect the "customer service package" prior to purchasing the package.

4.30 Defendants shall be required to maintain reasonable and appropriate training programs and procedures to ensure that all of the injunctive provisions set forth herein are complied with and that all employees are aware of the Defendants obligations to comply with this injunction.

## **5. PAYMENT OF ATTORNEYS' FEES AND COSTS TO THE STATE**

5.1 Defendants shall pay the sum of Eight Thousand Five Hundred and 00/100 Dollars (\$8,500.00) to the State of Tennessee for attorneys' fees and costs of investigation, prosecution and monitoring for compliance of this matter, which may be used for consumer protection purposes at the sole discretion of the Attorney General. Said payment shall be paid as set forth in paragraph 7.1 and 7.2.

5.2 Defendants shall pay the sum of Four Hundred and 00/100 Dollars (\$400.00) to the State of Tennessee for costs of travel and investigation associated with this matter by the Division of Consumer Affairs, which may be used for reimbursement of costs at the sole discretion of the Director of the Division of Consumer Affairs. Said payment shall be paid as set forth in paragraph 7.1 and 7.2.

5.3 Defendants shall pay the sum of Nine Hundred and 00/100 Dollars (\$900.00) to the State of Tennessee for costs of travel and investigation associated with this matter by the Motor Vehicle Commission, which may be used for reimbursement of costs at the sole discretion of the Director of the Motor Vehicle Commission. Said payment shall be paid as set forth in paragraph 7.1 and 7.2.

## **6. CIVIL PENALTIES**

6.1 Defendants shall pay the sum of Thirty-Five Thousand and 00/100 Dollars (\$35,000.00) to the State of Tennessee as a civil penalty pursuant to Tenn. Code Ann. § 47-18-108(b)(3). Said payment shall be

paid as set forth in paragraph 7.1 and 7.2.

6.2 Under a separate Consent Order with the Motor Vehicle Commission, the Defendants are also paying the sum of Forty-Five Thousand and 00/100 Dollars (\$45,000.00) to the Motor Vehicle Commission as a civil penalty pursuant to Tenn. Code Ann. § 56-1-308(a). Said payment shall be paid as set forth in paragraph 7.1 and 7.2. This penalty is incorporated by reference in this Order and if Defendants fail to pay this penalty, the Defendants shall be subject to all penalties and punishments available under this Order (as well as the Consent Order) and under the law for violation of a court order, including contempt, imposition of attorneys' fees and costs and imposition of additional civil penalties.

## **7. FORBEARANCE ON EXECUTION AND DEFAULT**

7.1 No execution or garnishment on the monetary portion of this Agreed Final Judgment shall issue so long as the Defendants make payment in accordance with paragraph 7.2 herein. In the event Defendants fail to make any such payment within twenty (20) days of its due date, the entire balance of this Judgment then remaining may be collected by execution, garnishment or other legal process, together with interest pursuant to Tenn. Code Ann. § 47-14-121 from the date of entry of this Judgment. Defendants agree to pay attorneys' fees and costs associated with any such collection efforts.

7.2 Payment shall be delivered to the Consumer Protection Division, Office of Attorney General as follows: Fifty-Four Thousand Eight Hundred and 00/100 Dollars (\$54,800.00) due upon execution of this Agreed Final Judgment and Five Thousand and 00/100 Dollars (\$5,000.00) due on April 1, 2000 and the first of each month thereafter until paid in full. The first payments shall be applied to the attorneys' fee and other investigative costs followed by the civil penalties. The motor vehicle civil penalties shall be paid first followed by the consumer protection act civil penalties. All checks shall be certified or cashier's checks made payable to the State of Tennessee. All payments shall be provided to the Attorney General's Office at the address listed in the notice section of this Judgment.

7.3 Defendants shall be required to retain proof of all payments to the State in the form of canceled checks for each payment for a full two (2) years following their final payment to the State. Defendants shall provide proof of all payments to the State within ten (10) days of a request for such information.

7.4 Defendants agree that any and all such sums are non-dischargeable in a bankruptcy proceeding given the same are punitive in nature.

## **8. MONITORING AND COMPLIANCE**

8.1 Upon request, Defendants agree to provide books, records and documents to the State at any reasonable time during normal business hours, and further, to informally or formally under oath, provide testimony and other information to the State relating to compliance with this Order. Defendants shall make any requested information available within one (1) week of the request, at the Office of the Attorney General or at any other location within the State of Tennessee that is mutually agreeable in



writing to Defendants and the Attorney General. This section shall in no way limit the State's right to obtain documents, information, or testimony pursuant to any federal or state law, regulation, or rule.

8.2 The State of Tennessee has the right to test shop Defendants for the purpose of confirming compliance with this Order and state law. The test shoppers are not required to disclose that they are representatives of the State of Tennessee when making contact with Defendants. Further, the State of Tennessee may record any or all aspects of its visit(s) to Defendants in audio or video form without notice to Defendants. The Defendants agree to void any sale that is commenced by test shoppers at the conclusion of the sale upon notification that it was test shopping conducted by the State.

## **9. PRIVATE RIGHT OF ACTION**

9.1 Nothing in this Order shall be construed to affect any private right of action that a consumer or any other person may hold against the Defendants.

## **10. PENALTY FOR FAILURE TO COMPLY**

10.1 Defendants understand that upon execution and filing of this Order, any subsequent failure to comply with the terms hereof is *prima facie* evidence of a violation of the Tennessee Consumer Protection Act.

10.2 Defendants understand that any knowing violation of the terms of this Order shall be punishable by civil penalties of not more than Two Thousand Dollars (\$2,000.00) for each violation, in addition to any other appropriate penalties and sanctions, including but not limited to contempt sanctions, revocation of their license to sell motor vehicles in Tennessee and the imposition of attorneys' fees and civil penalties. Defendants agree to pay all court costs and attorneys' fees associated with any successful petitions to enforce this Order against the Defendants.

## **11. REPRESENTATIONS AND WARRANTIES**

11.1 Defendants represent and warrant that the execution and delivery of this Order is their free and voluntary act, that this Order is the result of good faith negotiations, and that Defendants agree that the Order and terms hereof are fair and reasonable. The parties warrant that they will implement the terms of this Order in good faith. Further, no offer, agreements, or inducements of any nature whatsoever have been made to them by the State of Tennessee, their attorney or any employee of the Attorney General's Office, the Motor Vehicle Commission or the Division of Consumer Affairs to procure this Order.

11.2 Defendants represent that signatories to this Order have authority to act for and bind the Defendants.

11.3 Defendants will not participate, directly or indirectly, in any activity to form a separate entity or corporation for the purpose of engaging in acts prohibited in this Order or for any other purpose which would otherwise circumvent any part of this Order or the spirit or purposes of this Order.

11.4 Neither Defendants nor anyone acting on their behalf shall state or imply or cause to be stated or implied that the Attorney General, the Division of Consumer Affairs, the Department of Commerce and Insurance, the Motor Vehicle Commission or any other governmental unit of the State of Tennessee approved, sanctioned, or authorized any practice, act, or conduct of the Defendants.

11.5 Acceptance of this Order by the State shall not be deemed approval by the State of Tennessee of any of Respondent's advertising or other business practices.

11.6 Within thirty (30) days of the entry of this Order, Defendants shall submit a summary of this Order to each of their officers, directors, employees and any third parties who act directly or indirectly on behalf of the Defendants as an agent, independent contractor or who are involved in conducting Defendant's dealership business in Winchester, Tennessee. A full copy of the Order shall be provided by Defendants upon request. Within forty-five (45) days of entry of this Assurance, Defendants shall provide the State with an affidavit verifying and certifying that all required persons have been supplied with a summary of this Order.

11.7 Defendants warrant and represent that they are the proper parties to this Order. Defendants further acknowledge that the State expressly relies upon this representation and warranty, and that if it is false, misleading, deceptive, unfair or inaccurate, the State has the right to move, vacate or set aside this Order, and request that Defendants be held in contempt and/or their motor vehicle license revoked, if the State so elects.

11.8 Quality Chevrolet - LLC, Bryan Chevrolet-Chrysler-Plymouth-Dodge-Jeep, Bryan KIA, Thompson Chrysler-Dodge-Jeep, LLC, Mike Thompson Chrysler-Dodge-Jeep and Thompson KIA represent that they are the true legal names of the entities entering into this Order. Defendants understand that the State expressly relies upon this representation and if this representation is false, unfair, deceptive, inaccurate or misleading, the State shall have the right to move to vacate or set aside this Order, and request that Defendants be held in contempt and/or to revoke their motor vehicle license, if the State so elects.

11.9 This Order may only be enforced by the parties hereto.

11.10 The titles and headers to each section of this Order are for convenience purposes only and are not intended by the parties to lend meaning to the actual provisions of the Order.

11.11 This document shall not be construed against the "drafter" because both parties participated in the drafting of this document.

11.12 This Order and the Assurance of Voluntary Compliance in *State of Tennessee v. David Sale* constitutes the complete agreement of the parties with regard to the resolution of the causes of action that the Attorney General commenced under the Tennessee Consumer Protection Act of 1977 for the conduct described in the State's Complaint. This Order is limited to resolving only matters set forth in the State's

Complaint occurring prior to entry of this Order which could be commenced under the Tennessee Consumer Protection Act of 1977 by the Attorney General in conjunction with the Division of Consumer Affairs. Further, Defendants acknowledge that this Agreed Final Judgment in no way resolves matters pending with the Motor Vehicle Commission involving the same facts or related facts as to those set forth in the State's Complaint. Defendants understand that they must still resolve those matters with the Motor Vehicle Commission. Further, Defendants understand that resolution of those matters will require the payment of additional civil penalties for violations of the Motor Vehicle Commission Rules and Regulations.

11.13 Nothing in this Order shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State of Tennessee. In addition, this Order shall not bar the State, a District Attorney General, the Motor Vehicle Commission or other governmental entity from enforcing laws, regulations or rules against Defendants, including those relating to the same facts giving rise to this Order.

11.14 This Order shall be binding and effective against Defendants upon Defendants' execution of the Order. In the event the court does not approve this Order, this Judgment shall be of no force and effect against the State of Tennessee.

11.15 Defendants have been advised of their right to legal counsel in connection with this matter. If any Defendant declines to obtain the assistance of legal counsel, that Defendant has expressly waived his/her or its right to counsel by executing this Order.

11.16 Nothing in this Order constitutes an agreement by the State of Tennessee concerning the characterization of the amounts paid hereunder for purposes of any proceeding under the Internal Revenue Code or any state tax laws.

11.17 Defendants waive and will not assert any defenses Defendants may have to any criminal prosecution or administrative action relating to the conduct described in the State's Complaint, which defenses may be based, in whole or in part, on the Double Jeopardy or Excessive Fines Clauses of the Constitution or principles set forth in *Hudson v. United States*, 118 S. Ct. 488 (1997), and *Austin v. United States*, 509 U.S. 602 (1993), and agrees that the amount that Defendants have agreed to pay under the terms of this Order is not punitive in effect or nature for purposes of such criminal prosecution or administrative action.

## **12. COMPLIANCE WITH ALL LAWS, REGULATIONS AND RULES**

12.1 Nothing in this Order shall be construed as relieving Defendants of the obligation to comply with all state or federal laws, regulations or rules.

## **13. FILING OF ORDER**

13.1 Upon the execution of this Order, the Attorney General shall prepare and file in the Chancery Court for Davidson County a Complaint and this Order for the Court's approval. Defendants hereby waive any and all rights which they may have to be heard in connection with judicial proceedings upon the Order. Defendants agree to pay all costs of filing such Complaint and Order. The Defendants agree that they consent to the entry of this Order without further notice.

#### **14. APPLICABILITY OF ASSURANCE TO DEFENDANTS**

##### **AND THEIR SUCCESSORS**

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14.1 Defendants Quality Chevrolet-LLC, Bryan Chevrolet-Chrysler-Plymouth-Dodge-Jeep, Bryan KIA, Thompson Chrysler-Dodge-Jeep, LLC, Mike Thompson Chrysler-Dodge-Jeep and Thompson KIA agree that the duties, responsibilities, burdens and obligations undertaken in connection with this Order shall apply to them, each of their officers, directors, managers, agents, assigns, representatives, employees, partners, subsidiaries, affiliates, parents, related entities, joint venturers, persons or other entities they control, manage or operate, their successors and assigns, and to other persons or entities acting directly or indirectly on its or their behalf.

#### **15. NOTIFICATION TO STATE**

15.1 Any notices required to be sent to the State or the Defendants by this Order shall be sent by United States mail, certified mail return receipt requested or other nationally recognized courier service that provides tracking services and identification of the person signing for the document. The documents shall be sent to the following addresses:

For the State:

Jeffrey L. Hill

Assistant Attorney General

Office of the Attorney General

Consumer Protection Division

425 Fifth Avenue North, 2nd Floor

Nashville, Tennessee 37243

(615)741-3549

For the Defendants:

David Sale

Quality Chevrolet LLC and

Thompson Chrysler-Dodge-Jeep, LLC

2756 Decherd Blvd.

Winchester, TN 37398

(931) 967-9000

David Sales

Bryan KIA

2387 Decherd Blvd.

Winchester, TN 37398

(931) -962-3000

With a copy to:

R. Wayne Peters  
320 McCallie Boulevard  
Chattanooga, TN 37402

and

James W. Cameron, III  
1800 First American Center  
Nashville, TN 37238

15.2 For five (5) years following execution of this Order, Defendants shall notify the Office of the Attorney General, in writing, at least thirty (30) days prior to the effective date of any proposed changes in their corporate structure, such as dissolution, assignment, or sale resulting in the emergence of a successor corporation or firm, the creation or dissolution or subsidiaries, or any other changes in Defendants' status that may effect compliance with obligations arising out of this Order.

## **16. COURT COSTS**

16.1 All costs associated with the filing and distribution of this Order and any other incidental costs or expenses incurred thereby shall be borne by Defendants. No costs shall be taxed against the State as provided by Tenn. Code Ann. § 47-18-116. Further, no discretionary costs shall be taxed to the State.